

EXHIBIT 18

SETTLEMENT AND LICENSE AGREEMENT

This Settlement and License Agreement (the “Agreement”) is made effective as of July 30, 2024 (the “Effective Date”), by and between, on the one hand, Display Technologies, LLC, a Texas limited liability company with a principal place of business at 1400 Preston Road, Suite 400, Plano, Texas, 75093 (“Display”); Patent Asset Management, LLC, a Florida limited liability company with a place of business at 1 East Broward Blvd., Suite 700, Fort Lauderdale, FL 33301 (“PAM”); and Leigh M. Rothschild, an individual with an address at 1574 NE Quayside Terrace, Miami, Florida, 33138, (each a “Designated Party” and collectively, the “Designated Parties”); and on the other hand, Discord Inc., a Delaware corporation with its principal place of business at 444 De Haro Street, San Francisco, California, 94107 (“Discord”). The term “Party” shall mean the Designated Parties collectively as one Party and Discord as the other Party; the term “Parties” shall mean both the Designated Parties collectively and Discord.

WHEREAS, Display asserts that it is the owner with all rights to enforce U.S. Patent No. 8,671,195 entitled “Digital Media Communication Protocol,” and U.S. Patent No. 9,300,723 entitled “Enabling Social Interactive Wireless Communications”;

WHEREAS, Display brought suit against Discord in the United States District Court for the Northern District of California, Case No. 5:24-cv-00703-PCP (the “Pending Litigation”), alleging infringement of one or more claims of U.S. Patent No. 8,671,195 and U.S. Patent No. 9,300,723;

WHEREAS, among other issues in dispute, Discord denies Display’s allegations of infringement;

WHEREAS, the Parties wish to minimize the time and expense of litigation, to fully and finally settle, resolve and release each other from all claims and disputes regarding the Pending Litigation, and to prevent any future claims of patent infringement regarding the Licensed Patents and Covered Patents against Discord or against Covered Third Parties regarding Covered Products;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1: Definitions

The terms set forth below shall have the following meanings in this Agreement.

1.1 “Person” means an individual, trust, corporation, partnership, joint venture, limited liability company, association, unincorporated organization or other legal or governmental entity.

1.2 “Control” (and correlatives thereof) of a Person means (a) the legal, beneficial, or equitable ownership, directly or indirectly of fifty percent (50%) or more of the securities (or other equity interests) of the Person that ordinarily have voting rights in the election of the directors or equivalent managers of the Person, or (b) the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of the Person, whether through the legal, beneficial, or equitable ownership or control of voting securities of the Person, appointment of more than fifty percent (50%) of the board of directors of the Person, by contract, or otherwise.

1.3 “Affiliate” of a Person means any and all other Persons now or at any time in the past or future Controlled by such Person.

[REDACTED]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed with intent to be bound as of the Effective Date.

Designated Party:

Display Technologies, LLC

Discord Inc.

By:  _____

By: _____

Name: Leigh M. Rothschild

Name: _____

Title: Authorized Signature


Title: _____

Date: July 31, 2024

Date: _____

Designated Party:

Patent Asset Management, LLC

By:  _____

Name: Leigh M. Rothschild

Title: Chief Executive Officer

Date: July 31, 2024

Designated Party:

Leigh M. Rothschild Individually

By:  _____

Name: Leigh M. Rothschild

Date: July 31, 2024

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed with intent to be bound as of the Effective Date.

Designated Party:
Display Technologies, LLC

By: _____

Name: Leigh M. Rothschild

Title: Authorized Signature

Date: _____

Discord Inc.

By:  _____
DocuSigned by:
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Name: Clint Smith

Title: Chief Legal Officer

Date: July 31, 2024

Designated Party:
Patent Asset Management, LLC

By: _____

Name: Leigh M. Rothschild

Title: Chief Executive Officer

Date: _____

Designated Party:
Leigh M. Rothschild Individually

By: _____

Name: Leigh M. Rothschild

Date: _____